

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (PHILADELPHIA)**

DR. JAVIER ROSSI

AND

CLEAR ESTETICA, LLC

AND

DR. LEONEL PINTO

AND

**KATHERINE VICTORY PROPERTIES,
LLC**

Plaintiffs,

v.

ABC CAPITAL INVESTMENTS, LLC

305 N. 3rd Street

Philadelphia, PA 19122

AND

ABC CAPITAL RE LTD.

1218 N. Marshall Street

Philadelphia, PA 19122

AND

ABC CAPITAL RE

1218 N. Marshall Street

Philadelphia, PA 19122

AND

ABC CAPITAL MIAMI LLC

175 SW 7th Street, No. 2110

Miami, Florida 33130

AND

No.:

**JURY TRIAL OF TWELVE (12)
JURORS DEMANDED.**

ABC CAPITAL BALTIMORE, LLC
518 S. Conkling St., 4th Fl.
Baltimore, MD 21224

AND

**ABC MANAGEMENT –
BALTIMORE, LLC**
100 International Drive, Fl. 23.
Baltimore, MD 21202

AND

ABC CAPITAL FINANCE, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC CAPITAL HOLDINGS, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC CAPITAL INCOME FUND, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC CAPITAL REALTY, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC HORIZONS, LLC
3604 Eastern Avenue, 1st Fl.
Baltimore, MD 21224

AND

HORIZON II, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

PHILLY METRO BUILDERS, LLC

4235 Main Street
Philadelphia, PA 19127

AND

**MD FIRST CONSTRUCTION
COMPANY, LLC**

1218 N. Marshall Street
Philadelphia, PA 19122

AND

IPP USA, LLC

1714 Memphis St., Ste. C-8
Philadelphia, PA 19125

AND

IPP-BALTIMORE, LLC

100 International Dr., 23rd Fl.
Baltimore, MD 21202

AND

AGL CAPITAL INVESTMENTS, LLC

1218 North Marshall Street
Philadelphia PA 19122

AND

STATESIDE-PHILLY, LLC

C/O M. Burr Keim Co.
2021 Arch St.
Philadelphia, PA 19103

AND

477 MANAGEMENT, LLC

175 SW 7th Street, No. 1508
Miami, Florida 33130

AND

477 INTERNATIONAL REALTY, LLC

175 SW 7th Street, No. 1508

Miami, Florida 33130

AND

MIAMI LIFE REALTY, LLC

2320 Hollywood Blvd

Hollywood FL, 33020

AND

**WALL STREET WEALTH
MANAGEMENT, LLC**

11532 W. 183rd St., # SE

Orland Park, IL 60467

AND

JORGE KUPFERMAN

2320 Hollywood Blvd

Hollywood FL, 33020

AND

RICARDO SCATTOLINI

175 SW 7th Street, No. 1508

Miami, Florida 33130

AND

FLORENCIA MELENDEZ

175 SW 7th Street, No. 1508

Miami, Florida 33130

AND

JASON “JAY” WALSH

305 N. 3rd Street

Philadelphia, PA 19122

AND

AMIR VANA

305 N. 3rd Street

Philadelphia, PA 19122

AND

YARON ZER

305 N. 3rd Street

Philadelphia, PA 19122

AND

PETER BROOKS

305 N. 3rd Street

Philadelphia, PA 19122

AND

JOHN DOES 1-10

Defendants.

CIVIL ACTION COMPLAINT

I. INTRODUCTION

1. Plaintiffs, Dr. Javier Rossi, Clear Estetica, LLC, Dr. Leonel Pinto, and Katherine Victory Properties, LLC bring this action against a variety of businesses and individuals that, in conjunction with one another, operated as a corrupt organization under the Racketeer Influenced and Corrupt Organizations Act in a sophisticated ponzi scheme¹.

2. The RICO Enterprise marketed itself, almost exclusively to foreign investors who spoke English as a second language, as a “one-stop”, “hands-off” solution to invest in “income-producing properties”, i.e. rental properties located in Miami, Baltimore, Detroit, and/or Philadelphia.

¹ All Defendant entities and individuals named herein are believed and therefore averred to be members of the RICO Enterprise.

3. The RICO Enterprise represented to investors that in exchange for the amount paid for each rental property, the investor would receive one or more fully-renovated, rental properties that would be exclusively managed by the RICO Enterprise.

4. In fact, the RICO Enterprise guaranteed the rental income for the first twenty-four months of ownership and even offered an “rental assurance” package that would be purchased annually to guarantee rental income in subsequent years.

5. Plaintiffs, Dr. Javier Rossi and Clear Estetica, LLC, invested approximately \$155,120 and undertook loans in the amount of \$119,500 through the RICO Enterprise for the purchase of three (3) properties, which included approximately \$152,059 for the full renovation of the properties.

6. Plaintiffs, Dr. Leonel Pinto, and Katherine Victory Properties, LLC, invested approximately \$96,625 for the purchase of a property, which included approximately \$48,750 for the full renovation of the property.

7. However, in reality, the RICO Enterprise would use the funds that were designated to fully-renovate the properties to pay prior investors the prior investors’ guaranteed rental income, as well as line their own pockets. The RICO Enterprise intentionally failed to perform any of the renovations that investors, including Plaintiffs, paid for in full.

8. In 2020, it is believed and therefore averred that the RICO Enterprise’s pyramid began to tumble following a thirty-three-plaintiff lawsuit, filed in December 2019, alleging a RICO-count (EDPA No. 19-6116) causing the RICO Enterprise to be unable to make the guaranteed rental income payments to its victims, including Plaintiffs.

9. Plaintiffs discovered that the RICO Enterprise failed to make any renovations to the four (4) properties and had absconded with the approximately \$200,809 Plaintiffs paid to the RICO Enterprise for the renovations.

10. Further, the RICO Enterprise failed to pay Plaintiffs guaranteed rental income totaling approximately \$96,120.

11. Plaintiffs bring the RICO claim, as well as a number of state law claims, for the fraudulent and wrongful conduct of the RICO Enterprise.

II. JURISDICTION & VENUE

12. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

13. This Honorable Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 as this matter involves a federal question, as well as pursuant to 18 U.S.C. §§ 1961-1968 for violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) as Defendants have, directly and/or indirectly, made use of the means and/or instrumentalities of interstate commerce in connection with the transactions, acts, practices and courses of business alleged herein.

14. This Honorable Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367.

15. Venue is proper in this District as (i) certain real property that is the subject of the transactions, acts, practices and courses of business alleged herein is situated within this District; (ii) one or more defendants reside within this District; and (iii) one or more of the transactions, acts, practices and courses of business alleged herein occurred within this District.

16. All Defendants performed substantial business within this District, as described herein, thereby knowingly subjecting themselves to the jurisdiction of this Honorable Court.

III. PARTIES

17. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

18. Plaintiff, Dr. Javier Rossi, is an adult individual who may be contacted through undersigned counsel. At all material times, Plaintiff, Dr. Javier Rossi was the owner of Plaintiff, Clear Estetica LLC.

19. Plaintiff, Clear Estetica LLC a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address.

20. Plaintiff, Dr. Leonel Pinto, is an adult individual who may be contacted through undersigned counsel. At all material times, Plaintiff, Dr. Leonel Pinto was the owner of Plaintiff, Katherine Victory Properties LLC.

21. Plaintiff, Katherine Victory Properties LLC a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address.

22. Defendant, ABC Capital Investments, LLC is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

23. Defendant, ABC Capital RE LTD is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

24. Defendant, ABC Capital RE is, upon information and belief, a limited liability company with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

25. Defendant, ABC Capital Miami, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

26. Defendant, ABC Capital Baltimore, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

27. Defendant, ABC Management - Baltimore, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

28. Defendant, ABC Capital Finance, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

29. Defendant, ABC Capital Holdings, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

30. Defendant, ABC Capital Income Fund, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

31. Defendant, ABC Capital Realty, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

32. Defendant, ABC Horizons, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

33. Defendant, Horizons II, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

34. Defendant, Philly Metro Builders, LLC, formerly known and registered as Home Cash 1031, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

35. Defendant, MD First Construction Company, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with a registered agent at the above-captioned address and is a member of the RICO Enterprise.

36. Defendant, IPP USA, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

37. Defendant, IPP-Baltimore, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

38. Defendant, AGL Capital Investments, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

39. Defendant, Stateside-Philly, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

40. Defendant, 477 Management, LLC, is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

41. Defendant, 477 International Realty, LLC, is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

42. Defendant, Wall Street Wealth Management, LLC, is a limited liability company, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

43. Defendant, Miami Life Realty, LLC, is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

44. Defendant, Jorge Kupferman is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Jorge Kupferman is an employee and officer of Defendant, Miami Life Realty, LLC, specifically the President, and an agent of the RICO Enterprise and is named herein due to his personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

45. Defendant, Ricardo Scattolini is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Ricardo Scattolini is an employee of Defendant, ABC Capital Miami, LLC, specifically the Vice Present of Sales

and Operations, and an agent of the RICO Enterprise and is named herein due to his personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

46. Defendant, Florencia Melendez is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Florencia Melendez is an employee of Defendant, ABC Capital Miami, LLC, responsible for property management and renovations, and an agent of the RICO Enterprise and is named herein due to her personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

47. Defendant, Jason “Jay” Walsh is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. As Defendant, Jason “Jay” Walsh was the “Co-Founder” of Defendant, ABC Capital Investments, LLC, the original “ABC” entity, it is believed and therefore averred that Defendant, Jason “Jay” Walsh is personally knowledgeable of the “pattern of racketeering activities” described herein.

48. Defendant, Amir Vana is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. As Defendant, Amir Vana was the “Co-Founder” of Defendant, ABC Capital Investments, LLC, the original “ABC” entity, it is believed and therefore averred that Defendant, Amir Vana is personally knowledgeable of the “pattern of racketeering activities” described herein.

49. Defendant, Yaron Zer is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. As Defendant, Yaron Zer was the “Co-Founder” of Defendant, ABC Capital Investments, LLC, the original “ABC” entity, it is

believed and therefore averred that Defendant, Yaron Zer is personally knowledgeable of the “pattern of racketeering activities” described herein.

50. Defendant, Peter Brooks is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Peter Brook is an employee of Defendant, ABC Management – Baltimore, LLC, and an agent of the RICO Enterprise and is personally knowledgeable of the “pattern of racketeering activities” described herein.

51. Defendants, John Does 1-10, is a moniker/fictitious name for individuals and entities currently unknown but will be substituted when known, as affiliated, associated or liable hereunder for the reasons set forth below or inferred therefrom. Each of these parties are incorporated as Defendants in each and every count and averment listed above and below. Upon information and belief, Defendants, John Does, were agents, servants, workmen, employees, affiliates, and/or co-conspirators of Co-Defendant(s) and/or members of the RICO Enterprise, liable to Plaintiffs hereunder.

52. The term “RICO Enterprise” herein will refer collectively to Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, Wall Street Wealth Management, LLC, as well as Individual-Defendants, Jorge

Kupferman, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, and John Does 1-10.

IV. OPERATIVE FACTS

53. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

THE RECRUITMENT OF INVESTORS

54. In or around Spring 2020, Plaintiffs, Dr. Javier Rossi and Dr. Leonel Pinto, learned of a guaranteed investment opportunity through Defendant, Jorge Kupferman of Defendant, Miami Life Realty, LLC involving “Income Producing Properties” via email advertisements.

55. Defendant, Miami Life Realty, LLC’s email advertisements explained that Defendant, Jorge Kupferman had substantial experience helping investors purchase residential and commercial properties; specifically stating that the investment opportunity provided returns up to fourteen percent annually and required investments as little as \$50,000. *See e.g.* Exhibit C.

56. Defendant, Miami Life Realty, LLC’s email advertisements also provided opportunities to learn more about investment opportunity from Defendant, Jorge Kupferman via webinars and seminars. *See e.g.* Exhibit D.

57. Ultimately, Plaintiffs became interested and learned about the investment opportunity from Defendant, Jorge Kupferman, who then introduced Plaintiffs to other employees of Defendant, Miami Life Realty, LLC, named herein as John Does, as well as Defendant, Ricardo Scattolini of Defendants, 477 Management, LLC, 477 International Realty, LLC, and ABC Capital Miami, LLC, and other employees of Defendants, 477 Management, LLC, 477 International Realty, LLC, and ABC Capital Miami, LLC named herein as John Does.

THE INITIAL REPRESENTATIONS

58. Defendants, Jorge Kupferman and Ricardo Scattolini, as well as their staff, represented to Plaintiffs that the investment opportunity would provide guaranteed annual returns on investments in excess of ten percent (10%) per year for the first two years.

59. Defendants, Jorge Kupferman and Ricardo Scattolini, as well as their staff, represented to Plaintiffs that they provided a “one-stop shop” for a guaranteed investment opportunity through “income-producing properties”, i.e. rental properties.

60. Defendants, Jorge Kupferman and Ricardo Scattolini, as well as their staff, represented that they had perfected a process in which they:

- a. would select and coordinate the purchase of a to-be-agreed-upon number of properties for the entity;
- b. coordinate a full renovation of the properties, including roofing, plumbing, electrical, with new appliances, including water heater and boiler or other heating unit – all to be completed within sixty days of settlement on each property; and,
- c. manage all aspects of the Property, including rental, maintenance, taxes, and compliance with all applicable laws, regulations, and ordinances.

61. Despite his position with Defendant, ABC Capital Miami, LLC, Defendant, Ricardo Scattolini corresponded with Plaintiffs via his email address with Defendant, 477 International Realty, LLC concerning the investment opportunity and management thereof. Members of Defendant, Ricardo Scattolini also corresponded with Plaintiffs via their email address with Defendant, 477 Management, LLC concerning the investment opportunity and management thereof.

62. Eventually, Defendants, Jorge Kupferman and Ricardo Scattolini informed Plaintiffs that the investment opportunity was in collaboration with Defendant, Jason “Jay” Walsh who had formed a network of entities.

THE RICO ENTERPRISE & SELECT WEBSITES

63. Defendant, ABC Capital Miami, LLC maintains a website at www.abccapitalmiami.com, which, as of March 18, 2021, describes it’s “Product” as follows:

IPP

IPP / Income Producing Properties

IPP are high performing properties in growing markets with great potential due to the high occupancy rate and demand for rentals, the increase in property prices and the low property taxes.

The ABC Capital team analyzes the potential of each property in detail. Once acquired and stabilized, we proceed to the complete remodeling and lease to then offer them to our clients.

In this way, each property is prepared, individually or in groups, as IPP.

The administration of the properties includes maintenance, sending income for rent and reports to our clients offering a comprehensive solution for foreign investors.

See Exhibit A, Pages 1-2.

64. Defendant, ABC Capital Miami, LLC’s website, as of March 18, 2021, represents on its website that it has “designed a process that allows us to develop a high performance [sic] product”, describing that “process” as follows:

1. SEARCH AND PURCHASE - We do an extensive search and analysis to define the best available properties and acquire them with great benefits.
2. REHABILITATION PROGRAM - A detailed and full remodeling process, completed by professionals. This process includes: structural adjustments/improvements, electrical and plumbing systems, drywall, kitchen and more.
3. LEASE PROGRAM - Once the property is remodeled, we proceed to lease it, ensuring returns above 9% per year.

4. PROPERTY ADMINISTRATION - We take care of the administration including the following: – Receive the rent[,] – Pay expenses[,] – Monitor repairs[,] – Send a monthly account statement.

5. PROPERTY SALE - At this point, the property enters our system, is listed in our sales inventory and offered to investors as a stable option for their portfolio.

See Exhibit A, Page 3.

65. Defendant, ABC Capital Miami, LLC is an affiliate of the original ABC entity, Defendant, ABC Capital Investments, LLC. Defendant, ABC Capital Investments, LLC was founded by Defendants, Jason “Jay” Walsh, Amir Vana, and Yaron Zer in or around March 2011. It is believed and therefore averred that by Defendant, Jason “Jay” Walsh, among others, founded an even earlier ABC entity in or around 2004.

66. Over the following decade, Defendant, ABC Capital Investments, LLC, at the direction of, *inter alia*, Defendants, Jason “Jay” Walsh, Amir Vana, and Yaron Zer, created a network of ABC affiliates that work in conjunction with each other in the Miami, Baltimore, and Philadelphia markets, including, but not limited to:

- a. Defendant, ABC Capital RE LTD, which, upon information and belief, focuses on the purchase, sale, and management of real estate in the greater Philadelphia area;
- b. Defendant, ABC Capital RE, which, upon information and belief, focuses on the purchase, sale, and management of real estate in the greater Philadelphia area;
- c. Defendant, ABC Capital - Baltimore, LLC, which, upon information and belief, focuses on the purchase and sale of real estate in the greater Baltimore area;
- d. Defendant, ABC Capital Miami, LLC, which, upon information and belief, focuses on the purchase and sale of real estate in the greater Miami area;

- e. Defendant, ABC Management – Baltimore, LLC, which, upon information and belief, focuses on the renovation and management of real estate in the greater Baltimore area;
 - f. Defendant, ABC Horizon, LLC, which, upon information and belief, focuses on the purchase and sale of real estate in the greater Baltimore area;
 - g. Defendant, IPP USA, LLC which, upon information and belief, focuses on the entire purchase, sale, and management of real estate;
 - h. Defendant, IPP-Baltimore, LLC, which, upon information and belief, focuses on the entire purchase, sale, and management of real estate in the greater Baltimore area;
 - i. Defendant, Philly Metro Builders, LLC, which, upon information and belief, focuses of the renovation of real estate in the greater Philadelphia area.
 - j. Defendant, MD First Construction Company, LLC, which, upon information and belief, focuses of the renovation of real estate in the greater Baltimore area.
67. It is believed and therefore averred that Defendants, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, AGL Capital Investments, LLC, and Horizons II, LLC are all additional members of RICO Enterprise that serve “back-office”, rather than client-facing, aspects of the RICO Enterprise.
68. It is believed and therefore averred that Defendants, Ricardo Scattolini and Jorge Kupferman, in conjunction with Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, among other unknown entities and individuals, focus on the marketing and recruitment of potential victims in Central and South America.

69. Defendant, ABC Capital RE, LTD maintains a website at www.abccapitalinvestments.com, which, as of March 18, 2021, represents to prospective clients that:

ABC Capital RE, LTD offers a totally passive way to hold Real Estate. No physical or administrative involvement is required from our clients. By working with ABC, you retain legal control through your own entity or in your personal name but we handle the rest of your affairs if you wish. Everything regarding your property is cared for by ABC Capital RE, LTD.”

See Exhibit B, Page 1

70. Defendant, ABC Capital RE, LTD’s website, as of March 18, 2021, further explains on its “About ABC Capital” page that:

ABC Capital RE, LTD is a one-stop shop for overseas and US real estate clients. We locate, renovate, and manage properties for hands off international/national clients. You do not have the risk of buying securities but instead your real estate properties remain in your own separate legal entity. ABC has presented our unique value proposition all over the world including cities and countries such as London, Singapore, Tel Aviv, Monaco, and New York. Our rental properties are cash-flow producing in the Philadelphia residential markets.

See Exhibit B, Page 4.

71. Defendant, ABC Capital RE, LTD’s website, as of March 18, 2021, represents how it works:

1. Choose your income property – ABC researches and locates the best rental properties to compliment our investor’s needs and portfolio. Our clients just need to select a property from our stock. Normal range for our properties is from \$25,000 to \$50,000.
2. We renovate it for you – The ABC Capital RE, LTD team will renovate your property in a maximum of 120 days. Our team has renovated and developed over 1,000 properties. You will receive a finished product with no effort on your part. The normal cost of our renovations range from \$35,000 to \$100,000. The cost of renovation is guaranteed by ABC Capital RE, LTD.
3. Start receiving your rental income – You will receive your first monthly payment never later than 121 days after your purchase and every 30 days thereafter via electronic funds transfers. First year rent income is guaranteed and

starting the second year you may be able to get rent insurance if you so choose. Return on Investments are 14%+ yearly, in addition to property appreciation.

See Exhibit B, Page 2.

72. Defendant, ABC Capital RE, LTD's website, as of March 18, 2021, further represents to prospective clients the following "Highlights":

Home Warranty – We fully renovate the properties, including a new roof with a 15-year warranty, but clients also receive a 1-year home warranty (from June 2016, it will only be 6 months) that covers your property for all damages and repairs needed within the first year of your purchase. No maintenance expenses during the first year!

Rent Protect – ABC Capital ensures that your monthly payment is delivered to you without fail. Yes, a guarantee that payments are made to you for the first year after purchase. You may choose to pay for that insurance (if available) in the 2nd and succeeding years.

Electronic Monthly Payments – Every month, your Return On Investment is sent to you via electronic funds transfer. Just provide us with the proper wiring instructions and your payments are sent automatically.

See Exhibit B, Page 2.

73. Defendant, ABC Capital RE, LTD's website, as of March 18, 2021, also explained its "Full Renovations" to prospective clients, stating:

After you purchase a property from our catalog, our sister company, Philly Metro Builders will conduct a FULL renovation. This includes new boiler and new roofing (15 years warranty), so the property will have very little or no maintenance during the next years. The full renovation is conducted in less than 90 days after the purchase of your home.

See Exhibit B, Page 3.

74. Plaintiffs reasonably and justifiably depended upon the representations from Defendants, Jorge Kupferman and Ricardo Scattolini, as well as their staff and the representations on the various ABC websites, in deciding to invest funds.

THE INVESTMENTS

75. In or around Spring 2020, Defendants, Ricardo Scattolini and Jorge Kupferman, believed with the assistance of other individuals, selected three properties for Plaintiffs, Dr. Javier Rossi and Clear Estetica, LLC to purchase. Specifically, the properties were located at:

- a. 558 S. Bentalou Street, Baltimore, MD 21223;
- b. 1802 Hope Street, Baltimore, MD 21202; and,
- c. 2638 Laurretta Avenue, Baltimore, MD 21223.

76. After multiple discussions with Defendants, Ricardo Scattolini and Jorge Kupferman, among others on their behalf, Plaintiffs, Dr. Javier Rossi and Clear Estetica, LLC decided to purchase the following properties:

- a. 558 S. Bentalou Street, Baltimore, MD 21223;
- b. 1802 Hope Street, Baltimore, MD 21202; and,
- c. 2638 Laurretta Avenue, Baltimore, MD 21223.

77. At the direction of Defendant, Ricardo Scattolini, Plaintiffs, Dr. Javier Rossi and Clear Estetica, LLC paid the total sums of \$155,120 in cash and obtained loans in the amount of \$119,500 for the purchase and renovation of the foregoing properties.

78. In or around Spring 2020, Defendants, Ricardo Scattolini and Jorge Kupferman, believed with the assistance of other unknown individuals, selected one property for Plaintiff, Dr. Leonel Pinto and Katherine Victory Properties, LLC to purchase. Specifically, the property was located at 5343 Maple Avenue, Baltimore, MD 21215.

79. After multiple discussions with Defendants, Ricardo Scattolini and Jorge Kupferman, among others on their behalf, Plaintiffs, Dr. Leonel Pinto and Katherine Victory Properties, LLC decided to purchase the property was located at 5343 Maple Avenue, Baltimore, MD 21215.

80. At the direction of Defendant, Ricardo Scattolini, Plaintiffs, Dr. Leonel Pinto and Katherine Victory Properties, LLC paid the total sums of \$96,625 in cash for the purchase and renovation of the foregoing property.

558 S. BENTALOU STREET, BALTIMORE, MD 21223

81. On or about May 24, 2020, Plaintiff, Crear Estetica LLC entered into a Real Estate Contract of Sale to purchase the real property located at and known as 558 S. Bentalou Street, Baltimore, MD 21223 (the “Bentalou Property”) from Defendant, ABC Capital Baltimore, LLC for \$44,000. *See* Exhibit E.

82. An addendum to the aforementioned contract, Defendant, ABC Capital Baltimore, LLC also contractually agreed to, *inter alia*, the following terms with regards to the Bentalou Property:

- a. The condition of Bentalou Property is warrantied for two (2) years, during which period Plaintiff was to have no maintenance costs;
- b. The roof of the Bentalou Property was warrantied for twelve (12) years;
- c. Rental payments, in the amount of \$1,150 per month, were guaranteed for two (2) years;
- d. Plaintiff, Crear Estetica LLC agreed to pay ten percent (10%) of rental income for Property Management during the first year.

See Exhibit E, Page 6.

83. As an additional addendum to the aforementioned Real Estate Contract of Sale, Plaintiff, Crear Estetica LLC also entered into a Property Management Contract with Defendant, ABC Capital Baltimore, LLC concerning the Bentalou Property. *See* Exhibit E, Pages 8-15.

84. Plaintiff, Crear Estetica LLC and Defendant, ABC Capital Baltimore, LLC agreed that Defendant, ABC Management Baltimore, LLC would renovate the Bentalou Property at a cost of

\$44,059, including, *inter alia*, (i) demolition of the entire home; (ii) new electric; (iii) new plumbing; (iv) new roof; (v) new kitchen and bathroom; and, (v) new stove and water heater. However, Defendant, ABC Capital Baltimore, LLC failed to provide Plaintiff with a written contract concerning this.

85. Additionally, in order to finance a portion of the renovation costs involved with the Bentalou Property, Plaintiff, Crear Estetica LLC purportedly entered into a Promissory Note and Mortgage with Defendant, Wall Street Wealth Management, LLC with the principal of \$40,000 and a fixed interest rate of nine percent (9%). *See* Exhibit F.

86. Settlement occurred on or about May 26, 2020. *See* Exhibit G.

87. Plaintiff, Crear Estetica LLC paid approximately \$52,875 in cash, in addition to the aforementioned \$40,000 loan, for a total of \$92,875 for the purchase and renovation of the Bentalou Property. *See* Exhibit G, Page 1.

88. However, contrary to the Real Estate Contract of Sale, per the HUD Statement, the seller was actually Non-Party, Kanno Investments, LLC – not Defendant, ABC Capital Baltimore, LLC as per the Real Estate Contract of Sale. *Compare* Exhibit E, Page 1 with Exhibit G, Page 1.

89. Per the HUD Statement:

- a. Defendant, ABC Capital Miami, LLC received a “commission” of \$4,150 or 9.4% of the sales price;
- b. Defendant, ABC Capital Miami, LLC also received a “Processing Fee” of \$499;
- c. Defendant, Miami Life Realty, LLC received a referral fee of \$4,980 or 11.3% of the sales price;
- d. Defendant, Miami Life Realty, LLC also received a “Processing Fee” of \$495;

- e. Defendant, ABC Capital RE, LLC received a “Per Agreement” payment of \$10,000;
- f. Defendant, ABC Capital Baltimore, LLC received a “Closing Fee” of \$4,064.57;
- g. Defendant, USA Rebuilders, LLC received a “Renovation Fee” of \$3,320; and,
- h. Defendant, ABC Management Baltimore, LLC received a \$35,000 “Reimbursement of Maintenance Fee”.

See Exhibit G, Page 2.

90. Despite the contractual guarantee of rental payments for a period of two (2) years, Plaintiff, Crear Estetica LLC did not receive any rental payments for the Bentalou Property. Defendant, ABC Capital Baltimore, LLC failed to pay Plaintiff, Crear Estetica LLC rental payments, net of the management fee, totaling \$24,840.

91. Further, despite paying for the demolition and full renovation of the Bentalou Property, Defendant, ABC Management Baltimore, LLC failed to do so. It is believed and therefore averred that Defendant, ABC Management Baltimore, LLC failed to make *any* renovations to the Bentalou Property.

92. The Bentalou Property is in a state of disrepair and is occupied by a squatter.

93. At the time of settlement, on or about May 26, 2020, no Defendant owned the Bentalou Property which Defendant, ABC Capital Baltimore, LLC purported to sell to Plaintiff, Crear Estetica LLC.

94. Rather, at the time of settlement, upon information and belief, the Bentalou Property was owned by Non-Party, Jesse Windham Jr.

95. On or about August 20, 2020, a deed was recorded transferring the Bentalou Property from Non-Party, The Jesse Windham Jr. to Defendant, Non-Party, Kanno Investments, LLC for \$17,500.

96. On or about February 16, 2021, a deed was recorded transferring the Bentalou Property from Non-Party, Kanno Investments, LLC to Plaintiff, Crear Estetica LLC for \$44,000.

97. Further, as a result of Defendant, ABC Capital Baltimore, LLC's mismanagement of the Bentalou Property, it was foreclosed upon and sold with Plaintiff, Crear Estetica LLC's knowledge.

1802 HOPE STREET, BALTIMORE, MD 21202

98. On or about May 24, 2020, Plaintiff, Crear Estetica LLC entered into a Real Estate Contract of Sale to purchase the real property located at and known as 1802 Hope Street, Baltimore, MD 21202 (the "Hope Property") from Defendant, ABC Capital Baltimore, LLC for \$31,500. *See Exhibit H.*

99. An addendum to the aforementioned contract, Defendant, ABC Capital Baltimore, LLC also contractually agreed to, *inter alia*, the following terms with regards to the Hope Property:

- a. The condition of Hope Property is warrantied for two (2) years, during which period Plaintiff was to have no maintenance costs;
- b. The roof of the Hope Property was warrantied for twelve (12) years;
- c. Rental payments, in the amount of \$950 per month, were guaranteed for two (2) years;
- d. Plaintiff, Crear Estetica LLC agreed to pay ten percent (10%) of rental income for Property Management during the first year.

See Exhibit H, Page 6.

100. As an additional addendum to the aforementioned Real Estate Contract of Sale, Plaintiff, Crear Estetica LLC also entered into a Property Management Contract with Defendant, ABC Capital Baltimore, LLC concerning the Hope Property. *See* Exhibit H, Pages 8-15.

101. Plaintiff, Crear Estetica LLC and Defendant, ABC Capital Baltimore, LLC agreed that Defendant, ABC Management Baltimore, LLC would renovate the Hope Property at a cost of \$40,000, including, *inter alia*, (i) demolition of the entire home; (ii) new electric; (iii) new plumbing; (iv) new roof; (v) new kitchen and bathroom; and, (v) new stove and water heater. However, Defendant, ABC Capital Baltimore, LLC failed to provide Plaintiff with a written contract concerning this.

102. Additionally, in order to finance a portion of the renovation costs involved with the Hope Property, Plaintiff, Crear Estetica LLC purportedly entered into a Promissory Note and Mortgage with Defendant, Wall Street Wealth Management, LLC with the principal of \$34,500 and a fixed interest rate of nine percent (9%). *See* Exhibit I.

103. Settlement occurred on or about June 16, 2020. *See* Exhibit J.

104. Plaintiff, Crear Estetica LLC paid approximately \$45,200 in cash, in addition to the aforementioned \$34,500 loan, for a total of \$79,700 for the purchase and renovation of the Hope Property. *See* Exhibit J, Page 1.

105. Per the HUD Statement, Plaintiff, Crear Estetica LLC was charged \$40,000 towards the renovation of the Hope Property. *See* Exhibit J, Page 1.

106. Per the HUD Statement:

- a. Defendant, ABC Capital Miami, LLC received a “commission” of \$3,575 or 11.3% of the sales price;
- b. Defendant, ABC Capital Miami, LLC also received a “Processing Fee” of \$499;

- c. Defendant, Miami Life Realty, LLC received a referral fee of \$4,290 or 13.6% of the sales price;
- d. Defendant, Miami Life Realty, LLC also received a “Processing Fee” of \$495; and,
- e. Defendant, USA Rebuilders, LLC received a “Renovation Fee” of \$2,860.

See Exhibit J, Pages 1-2.

107. Despite the contractual guarantee of rental payments for a period of two (2) years, Plaintiff, Crear Estetica LLC did not receive any rental payments for the Hope Property. Defendant, ABC Capital Baltimore, LLC failed to pay Plaintiff, Crear Estetica LLC rental payments, net of the management fee, totaling \$20,520.

108. Further, despite paying for the demolition and full renovation of the Hope Property, Defendant, ABC Management Baltimore, LLC failed to do so. It is believed and therefore averred that Defendant, ABC Management Baltimore, LLC failed to make *any* renovations to the Hope Property.

109. The Hope Property is in a state of disrepair.

110. Further, the Hope Property is in a very dangerous neighborhood with high crime and illegal drug dealing; this was not disclosed to Plaintiffs in advance to the purchase.

111. At the time of settlement, on or about June 16, 2020, no Defendant owned the Hope Property which Defendant, ABC Capital Baltimore, LLC purported to sell to Plaintiff, Crear Estetica LLC.

112. Rather, at the time of settlement, upon information and belief, the Hope Property was owned by Non-Party, The KNLC Group, LLC.

113. On or about January 29, 2021, a deed was recorded transferring the Hope Property from Non-Party, The KNLC Group, LLC to Defendant, ABC Capital Baltimore, LLC for \$18,000.

114. On or about January 29, 2021, a deed was recorded transferring the Hope Property from Defendant, ABC Capital Baltimore, LLC to Plaintiff, Crear Estetica LLC for \$31,500.

2638 LAURETTA AVENUE, BALTIMORE, MD 21223

115. On or about May 24, 2020, Plaintiff, Crear Estetica LLC entered into a Real Estate Contract of Sale to purchase the real property located at and known as 2638 Laurretta Avenue, Baltimore, MD 21223 (the “Laurretta Property”) from Defendant, ABC Capital Baltimore, LLC for \$25,500. *See* Exhibit K.

116. An addendum to the aforementioned contract, Defendant, ABC Capital Baltimore, LLC also contractually agreed to, *inter alia*, the following terms with regards to the Hope Property:

- a. The condition of Laurretta Property is warrantied for two (2) years, during which period Plaintiff was to have no maintenance costs;
- b. The roof of the Laurretta Property was warrantied for twelve (12) years;
- c. Rental payments, in the amount of \$1,150 per month, were guaranteed for two (2) years;
- d. Plaintiff, Crear Estetica LLC agreed to pay ten percent (10%) of rental income for Property Management during the first year.

See Exhibit K, Page 6.

117. As an additional addendum to the aforementioned Real Estate Contract of Sale, Plaintiff, Crear Estetica LLC also entered into a Property Management Contract with Defendant, ABC Capital Baltimore, LLC concerning the Laurretta Property. *See* Exhibit K, Pages 8-15.

118. Plaintiff, Crear Estetica LLC and Defendant, ABC Capital Baltimore, LLC agreed that Defendant, ABC Management Baltimore, LLC would renovate the Laurretta Property at a cost of

\$68,000, including, *inter alia*, (i) demolition of the entire home; (ii) new electric; (iii) new plumbing; (iv) new roof; (v) new kitchen and bathroom; and, (v) new stove and water heater. However, Defendant, ABC Capital Baltimore, LLC failed to provide Plaintiff with a written contract concerning this.

119. Additionally, in order to finance a portion of the renovation costs involved with the Lauretta Property, Plaintiff, Crear Estetica LLC purportedly entered into a Promissory Note and Mortgage with Defendant, Wall Street Wealth Management, LLC with the principal of \$45,000 and a fixed interest rate of nine percent (9%). *See Exhibit L.*

120. Settlement occurred on or about July 3, 2020. *See Exhibit M.*

121. Plaintiff, Crear Estetica LLC paid approximately \$57,045 in cash, in addition to the aforementioned \$45,000 loan, for a total of \$102,045.31 for the purchase and renovation of the Lauretta Property. *See Exhibit M, Page 1.*

122. Per the HUD Statement, Plaintiff, Crear Estetica LLC was charged \$68,000 towards the renovation of the Lauretta Property. *See Exhibit M, Page 2.*

123. Per the HUD Statement:

- a. Defendant, ABC Capital Miami, LLC received a “commission” of \$4,675 or 18.3% of the sales price;
- b. Defendant, ABC Capital Miami, LLC also received a “Processing Fee” of \$499;
- c. Defendant, Miami Life Realty, LLC received a referral fee of \$5,610 or 22% of the sales price;
- d. Defendant, Miami Life Realty, LLC also received a “Processing Fee” of \$495; and,
- e. Defendant, USA Rebuilders, LLC received a “Renovation Fee” of \$3,740.

See Exhibit M, Page 2.

124. Despite the contractual guarantee of rental payments for a period of two (2) years, Plaintiff, Crear Estetica LLC did not receive any rental payments for the Laurretta Property. Defendant, ABC Capital Baltimore, LLC failed to pay Plaintiff, Crear Estetica LLC rental payments, net of the management fee, totaling \$24,840.

125. Further, despite paying for the demolition and full renovation of the Laurretta Property, Defendant, ABC Management Baltimore, LLC failed to do so. It is believed and therefore averred that Defendant, ABC Management Baltimore, LLC failed to make *any* renovations to the Laurretta Property.

126. The Laurretta Property is in a state of disrepair.

127. At the time of settlement, on or about July 3, 2020, no Defendant owned the Laurretta Property which Defendant, ABC Capital Baltimore, LLC purported to sell to Plaintiff, Crear Estetica LLC.

128. Rather, at the time of settlement, upon information and belief, the Laurretta Property was owned by Non-Party, Errol Gordon.

129. On or about February 2, 2021, a deed was recorded transferring the Laurretta Property from Non-Party, Errol Gordon to Defendant, ABC Management - Baltimore, LLC for \$25,000.

130. On or about January 29, 2021, a deed was recorded transferring the Laurretta Property from Defendant, ABC Management - Baltimore, LLC to Plaintiff, Crear Estetica LLC for \$25,500.

5343 MAPLE AVENUE, BALTIMORE, MD 21215

131. In or around Winter 2020, Plaintiff, Katherine Victory Properties, LLC agreed to purchase the real property located at and known as 5343 Maple Avenue, Baltimore, MD 21215 (the “Maple Property”) from Defendant, ABC Capital-Baltimore, LLC for \$42,000. However,

Defendant, ABC Capital-Baltimore, LLC never provided a Real Estate Contract of Sale to Plaintiff regarding the Maple Property.

132. Additionally, Defendant, ABC Capital-Baltimore, LLC – by and through Defendant, Ricardo Scattolini and in the presence of Defendant, Jorge Kupferman – represented to Plaintiff, Dr. Pinto of Plaintiff, Katherine Victory Properties, LLC that Defendant, ABC Capital-Baltimore, LLC would guarantee two years of rental payments, net a 10% management fee for the Maple Property in the amount of \$1,080 per month. However, Defendant, ABC Capital-Baltimore, LLC never provided a contractual document to Plaintiffs memorializing this.

133. Defendant, Ricardo Scattolini, in the presence of Defendant, Jorge Kupferman, also represented to Plaintiff, Dr. Pinto of Plaintiff, Katherine Victory Properties, LLC that Defendant, ABC Management Baltimore, LLC would manage the Maple Property.

134. Defendant, Ricardo Scattolini, in the presence of Defendant, Jorge Kupferman, also represented to Plaintiff, Dr. Pinto of Plaintiff, Katherine Victory Properties, LLC that Defendant, ABC Management Baltimore, LLC would renovate the Maple Property at a cost of \$48,750, including, *inter alia*, (i) demolition of the entire home; (ii) new electric; (iii) new plumbing; (iv) new roof; (v) new kitchen and bathroom; and, (v) new stove and water heater. However, Defendant, ABC Capital Baltimore, LLC failed to provide Plaintiff with a written contract concerning this.

135. Settlement occurred on or about February 24, 2020. *See* Exhibit N.

136. Plaintiff, Katherine Victory Properties, LLC paid approximately \$96,625 in cash for the purchase and renovation of the Maple Property. *See* Exhibit N, Page 1.

137. Per the HUD Statement, Plaintiff, Katherine Victory Properties, LLC was charged \$48,750 towards the renovation of the Maple Property. *See* Exhibit N, Page 2.

138. Per the HUD Statement:

- a. Defendant, ABC Capital Miami, LLC received a “commission” of \$4,537.50 or 10.8% of the sales price;
- b. Defendant, ABC Capital Miami, LLC also received a “Processing Fee” of \$499;
- c. Defendant, Miami Life Realty, LLC received a referral fee of \$5,445 or 13% of the sales price;
- d. Defendant, Miami Life Realty, LLC also received a “Processing Fee” of \$495;
- e. Defendant, 477 International Realty received a “Per Agreement” payment of \$10,000;
- f. Defendant, Premier Rentals Philadelphia LLC received a “Per Agreement” payment of \$2,500;
- g. Defendant, USA Rebuilders, LLC received a “Renovation Fee” of \$3,630; and,
- h. Defendant, ABC Management – Baltimore, LLC received a “Closing Fee” of \$1,161.51.

See Exhibit N, Page 2.

139. Despite the contractual guarantee of rental payments for a period of two (2) years, Plaintiff, Katherine Victory Properties, LLC did not receive any rental payments for the Maple Property. Defendant, ABC Capital Baltimore, LLC failed to pay Plaintiff, Plaintiff, Katherine Victory Properties, LLC rental payments, net of the management fee, totaling \$25,920.

140. Further, despite paying for the demolition and full renovation of the Maple Property, Defendant, ABC Management Baltimore, LLC failed to do so, instead absconding with \$48,750. It is believed and therefore averred that Defendant, ABC Management Baltimore, LLC failed to make *any* renovations to the Maple Property.

141. The Maple Property is in a state of disrepair.

142. At the time of settlement, on or about February 24, 2020, no Defendant owned the Maple Property which Defendant, ABC Capital-Baltimore, LLC purported to sell to Plaintiff, Katherine Victory Properties, LLC.

143. Rather, at the time of settlement, upon information and belief, the Maple Property was owned by Non-Party, Stepheny M. Allen.

144. On or about June 26, 2020, a deed was recorded transferring the Maple Property from Non-Party, Stepheny M. Allen to Defendant, ABC Capital-Baltimore, LLC for \$20,000.

145. On or about June 26, 2020, a deed was recorded transferring the Maple Property from Defendant, ABC Capital-Baltimore, LLC to Plaintiff, Katherine Victory Properties, LLC for \$42,000.

WALL STREET WEALTH MANAGEMENT, LLC

146. It is believed and therefore averred that Defendant, Wall Street Wealth Management, LLC is a member of the RICO Enterprise.

147. It is believed and therefore averred that Defendant, Wall Street Wealth Management, LLC is owned and/or controlled by Defendant, Jason “Jay” Walsh.

148. It is believed and therefore averred that Defendant, Wall Street Wealth Management, LLC did not transfer any funds pursuant to the promissory notes and mortgages entered into with Plaintiff, Crear Estetica LLC.

149. It is believed and therefore averred that the promissory notes and mortgages that Defendant, Wall Street Wealth Management, LLC purportedly entered into with Plaintiff, Crear Estetica LLC are a sham.

150. It is believed and therefore averred that Defendant, Jason “Jay” Walsh created Defendant, Wall Street Wealth Management, LLC in an effort to further insulate the RICO Enterprise and

obtain a method to claw back properties from the foreign investors, via faux foreclosure actions, in order to maintain an inventory of properties.

V. CAUSES OF ACTION

COUNT I

Violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”)

Plaintiffs v. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, Wall Street Wealth Management, LLC, Jorge Kupferman, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, and John Does 1-10.

151. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

152. Plaintiffs are “persons” as that term is defined for purpose of the RICO Act. *See* 18 U.S.C. §1961(3).

153. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, Wall Street Wealth Management, LLC, Jorge Kupferman, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, and John Does 1-10 constitute an “enterprise” as that term is defined for purpose of the RICO Act. *See* 18 U.S.C. §1961(4).

154. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, Wall Street Wealth Management, LLC, Jorge Kupferman, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, and John Does 1-10 acted together to form an association-in-fact for the common and continuing purpose to defraud persons”, including but not limited to Plaintiffs, through a ponzi-like scheme surrounding “income producing properties” as described in detail herein.

155. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, Wall Street Wealth Management, LLC, Jorge Kupferman, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, and John Does 1-10 formed an enterprise and association-in-fact with an ascertainable authority structure that was separate and distinct from any formal corporate structure, i.e. the RICO Enterprise.

156. The RICO Enterprise, knowingly, fraudulently, deceptively, and unlawfully engaged in the affairs of the RICO Enterprise through a “pattern of racketeering activities”, that is believed to be ongoing, as that term is defined for purpose of the RICO Act. *See* 18 U.S.C. §1961(1).

157. The RICO Enterprise engaged in a pattern of indictable conduct, including conduct indictable under 18 U.S.C. 1341 (relating to mail fraud), 18 U.S.C. 1343 (relating to wire fraud), and 18 U.S.C. 1952 (relating to racketeering) in that the RICO Enterprise made use of the facilities of interstate commerce in furtherance of its ponzi-like scheme to defraud individuals, including, but not limited to, Plaintiffs herein as well as the thirty-three plaintiffs in *American Hypnotherapy Society, LLC, et al. v. ABC Capital Investments, LLC, et al* (EDPA No. 19-6116); two plaintiffs in *Dr. Jose Michan-Levy, et al v. ABC Capital Investments, LLC, et al* (EDPA 21-01917); two plaintiffs in *Shlomy Erba, et al v. ABC Capital RE, LTD., et al* (EDPA 22-03188); one plaintiff in *Nova Home Group, LLC v. ABC Capital Investments, LLC, et al* (EDPA 22-04377); two plaintiffs in *Anibal Orrico, et al v. ABC Capital Investments, LLC, et al* (EDPA 22-03960); three plaintiffs in *Ricardo Oved, et al v. ABC Capital Investments, LLC, et al* (EDPA 22-04345); and, three plaintiffs in *Javier Opocynski, et al v. ABC Capital Investments, LLC, et al* (EDPA 22-04368).

158. The RICO Enterprise engages in and affects interstate commerce, including, but not limited to, in the State of Florida, the State of Maryland, and the Commonwealth of Pennsylvania, as well as overseas. Upon information and belief, the RICO Enterprise also engages in and affects interstate commerce in the State of Michigan and the State of Missouri.

159. As a result of the RICO Enterprise’s pattern of racketeering activities, the RICO Enterprise defrauded Plaintiffs to their financial detriment.

160. Pursuant to 18 U.S.C. § 1964, Plaintiffs are entitled to treble damages, reasonable attorneys' fees, and costs of suit for the violations committed.

COUNT II

Fraud

Plaintiffs v. Defendants, Jorge Kupferman, Miami Life Realty, LLC, Ricardo Scatollini, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, & John Does 1-10

161. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

162. Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Ricardo Scatollini represented to Plaintiffs that in exchange for payment, they would:

- a. select and coordinate the purchase of the property;
- b. coordinate a full renovation of the property within sixty days of settlement; and,
- c. manage all aspects of the Property, including rental, maintenance, taxes, and compliance with all applicable laws, regulations, and ordinances.

163. Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Ricardo Scatollini explained that ABC Capital Miami, LLC guaranteed a return on investment in excess of ten percent (10%) per year.

164. Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Ricardo Scatollini knew that the foregoing representations were false and misleading yet made the representations with the intent for Plaintiffs to rely thereupon.

165. Plaintiffs justifiably depended upon the representations of Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC,

by and through, Defendants, Jorge Kupferman and Ricardo Scatollini to Plaintiffs' financial detriment.

COUNT III

Negligent Misrepresentations

Plaintiffs v. Defendants, Jorge Kupferman, Miami Life Realty, LLC, Ricardo Scatollini, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, & John Does 1-10

166. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

167. Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Ricardo Scatollini represented to Plaintiffs that in exchange for payment, they would:

- a. select and coordinate the purchase of the property;
- b. coordinate a full renovation of the property within sixty days of settlement; and,
- c. manage all aspects of the Property, including rental, maintenance, taxes, and compliance with all applicable laws, regulations, and ordinances.

168. Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Ricardo Scatollini explained that ABC Capital Miami, LLC guaranteed a return on investment in excess of ten percent (10%) per year.

169. Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Ricardo Scatollini should have known that the foregoing representations were false and misleading yet made the representations with the intent for Plaintiffs to rely thereupon.

170. Plaintiffs justifiably depended upon the representations of Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, ABC Capital Miami, LLC,

by and through, Defendants, Jorge Kupferman and Ricardo Scatollini to Plaintiffs' financial detriment.

COUNT IV

Breach of Contract

Plaintiff, Crear Estetica LLC v. ABC Management Baltimore, LLC

171. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

172. Plaintiff, Crear Estetica LLC entered into contracts with Defendant, ABC Management Baltimore, LLC for the full renovation of the Bentalou Property, Hope Property, and Lauretta Property.

173. Plaintiff, Crear Estetica LLC paid Defendant, ABC Management Baltimore, LLC the full amount due for the renovation of the Bentalou Property, Hope Property, and Lauretta Property.

174. Defendant, ABC Management Baltimore, LLC breached the subject contract by failing to make *any* renovations to the Bentalou Property, Hope Property, and Lauretta Property to Plaintiffs' financial detriment.

COUNT V

Breach of Contract

Plaintiff, Katherine Victory Properties, LLC v. ABC Management Baltimore, LLC

175. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

176. Plaintiff, Katherine Victory Properties, LLC entered into a contract with Defendant, ABC Management Baltimore, LLC for the full renovation of the Maple Property.

177. Plaintiff, Katherine Victory Properties, LLC paid Defendant, ABC Management Baltimore, LLC the full amount due for the renovation of the Maple Property.

178. Defendant, ABC Management Baltimore, LLC breached the subject contract by failing to make *any* renovations to the Maple Property to Plaintiffs' financial detriment.

COUNT VI

Breach of Contract

Plaintiff, Crear Estetica LLC v. Defendant, ABC Capital Baltimore, LLC

179. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

180. Plaintiff, Crear Estetica LLC entered into a Property Management Contracts with Defendant, ABC Capital Baltimore, LLC concerning Bentalou Property, Hope Property, and Lauretta Property.

181. It is believed and therefore averred that Defendant, ABC Capital Baltimore, LLC received compensation for the management of the Bentalou Property, Hope Property, and Lauretta Property.

182. However, despite contractually agreeing to manage the aforementioned properties, Defendant, ABC Capital Baltimore, LLC breached the foregoing contract by failing to:

- a. Take reasonable business steps to ensure the property were leased during its management of the property;
- b. Take reasonable business steps to ensure the utilities used in the property were paid;
- c. Take reasonable business steps to preserve the condition of the property;
- d. Take reasonable steps to repair the property;
- e. Take reasonable steps to ensure the property met minimum, applicable codes and ordinances;
- f. Take reasonable steps to pay all related expenses, including the mortgage with Wall Street Wealth Management, LLC; and,
- g. Other breaches of the contracts as may be discovered during the course of this lawsuit.

183. As a result of Defendant, ABC Capital Baltimore, LLC's breaches of the foregoing contracts, Plaintiffs have been financially harmed.

COUNT VII
Breach of Contract

Plaintiff, Katherine Victory Properties, LLC v. Defendant, ABC Management Baltimore, LLC

184. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

185. Plaintiff, Katherine Victory Properties, LLC entered into a Property Management Contract with Defendant, ABC Management Baltimore, LLC concerning Maple Property.

186. It is believed and therefore averred that Defendant, ABC Management Baltimore, LLC received compensation for the management of the Maple Property.

187. However, despite contractually agreeing to manage the aforementioned property, Defendant, ABC Management Baltimore, LLC breached the foregoing contract by failing to:

- a. Take reasonable business steps to ensure the property were leased during its management of the property;
- b. Take reasonable business steps to ensure the utilities used in the property were paid;
- c. Take reasonable business steps to preserve the condition of the property;
- d. Take reasonable steps to repair the property;
- e. Take reasonable steps to ensure the property met minimum, applicable codes and ordinances; and,
- f. Other breaches of the contracts as may be discovered during the course of this lawsuit.

188. As a result of Defendant, ABC Management Baltimore, LLC's breaches of the foregoing contracts, Plaintiffs have been financially harmed.

COUNT VIII

Breach of Contract

Plaintiff, Crear Estetica LLC v. ABC Capital Baltimore, LLC

189. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.
190. Plaintiff, Crear Estetica LLC entered into a contracts with Defendant, ABC Capital Baltimore, LLC that, *inter alia*, guaranteed rental payments for twenty-four months for the Bentalou Property, Hope Property, and Lauretta Prioperty.
191. Defendant, ABC Capital Baltimore, LLC breached the contracts by failing to make all such monthly payments to Plaintiffs' financial harm.

COUNT IX

Breach of Contract

Plaintiff, Katherine Victory Properties, LLC v. Defendant, ABC Capital-Baltimore, LLC

192. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.
193. Plaintiff, Katherine Victory Properties, LLC entered into a contract with Defendant, ABC Capital-Baltimore, LLC that, *inter alia*, guaranteed rental payments for twenty-four months for the Maple Property.
194. Defendant, ABC Capital Baltimore, LLC breached the contract by failing to make all such monthly payments to Plaintiffs' financial harm.

COUNT X

Breach of Contract

Plaintiff, Crear Estetica LLC v. Wall Street Wealth Management, LLC

195. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.
196. Plaintiff, Crear Estetica LLC entered into a note and mortgage with Defendant, Wall Street Wealth Management, LLC.
197. Upon information and belief, Defendant, Wall Street Wealth Management, LLC breached the terms of the note and mortgage by failing to transfer any funds to the parties thereunder.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, by and through their undersigned counsel, respectfully demand judgment in their favor and against Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, Wall Street Wealth Management, LLC, Jorge Kupferman, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, and John Does 1-10, jointly and severally, in an amount in excess of \$500,000, including all direct, compensatory, and consequential damages, plus statutory and punitive damages, attorney fees and costs, and such other and further relief as this Honorable Court deems necessary and just, including the rescission of all contracts, notes, and mortgages identified herein.

Respectfully Submitted,

WEISBERG LAW

/s/ L. Anthony DiJiacomo, III

Matthew B. Weisberg
L. Anthony DiJiacomo, III

SCHAFKOPF LAW, LLC

/s/ Gary Schafkopf

Gary Schafkopf
Attorneys for Plaintiffs